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SF Art Commission

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO ART COMMISSION
AND
THE MISSION CULTURAL CENTER

[Jan. 1993]

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REFERENCE BOOK

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I. RECITAL

A. The Arts Commission, hereafter as Commission, and **The Mission Cultural Center,** hereafter as MCC, have participated in the drafting of this agreement.

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g Policies regarding the use of facilities for residencies, cal support services, events, workshops, and productions.
2. Programming Plan for the MOU period.
3. Building Policy Manual
    a. Life, health, safety requirements for building operation
    b. ADA accessibility requirements
    c. Building Emergency Procedure Plan
4. Certification of Insurance
5. Schedule of Fees and Donations for building use and support services
6. Inventory of Property
7. Personnel Policy
8. Risk Prevention Policies
    a. Art Commission Injury and Illness Prevention Plan--Worker's Compensation
    b. Art Commission Periodic Inspection Checklist

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MEMORANDUM OF UNDERSTANDING
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[Jan. 1993]

I. RECITAL

A. The Arts Commission, hereafter as Commission, and **The Mission Cultural Center,** hereafter as **MCC**, have participated in the drafting of this agreement.

B. This Memorandum will serve as the primary agreement between the parties from January 1993 to December 30, 1995.

C. The parties are entering into this partnership in order to provide stable, responsive, and representative programming at **The Mission Cultural Center.**

II. SCOPE OF UNDERSTANDING

A. It is the intention of the Commission to review this agreement bi-yearly and to continue in this partnership in order to provide a continuity of service and to assure that programming is provided by a representative body. Annual final report submitted by **MCC**, along with an **MCC** Staff/Art Commission review of Memorandum Agreement, will serve as the evaluation method for this process.

B. Attachments to this Memorandum are to be submitted prior to the signing of the MOU and to be reviewed by the San Francisco Art Commission and are:

1. Programming Policies regarding the use of facilities for residencies, services, technical support services, events, workshops, and productions.
2. Programming Plan for the MOU period.
3. Building Policy Manual
    a. Life, health, safety requirements for building operation
    b. ADA accessibility requirements
    c. Building Emergency Procedure Plan
4. Certification of Insurance
5. Schedule of Fees and Donations for building use and support services
6. Inventory of Property
7. Personnel Policy
8. Risk Prevention Policies
    a. Art Commission Injury and Illness Prevention Plan--Worker's Compensation
    b. Art Commission Periodic Inspection Checklist

C. The Art Commission review is limited to determining whether the policies contained in the attachments assure:

1. A fair and open accessibility as to use, participation, and representation of the entire community as a whole.
2. The operations are maintained so as to avoid liability to the City/County of San Francisco in matters concerning personal injury and/or financial impropriety.
3. The building is used only for arts, community and cultural purposes as per examples in Appendix A.

Should the Art Commission find that the policies as submitted do not comply with the above standards, the Commission will, within 30 days of the date of submission, notify the **MCC** in writing of the respects in which the policy is not in compliance. The **MCC** shall then have 30 days in which to submit amendments or additional material which respond to the Commission's concerns.

III. FINANCE

A. **MCC** will submit a quarterly financial report and annual report to the Art Commission to insure the financial integrity and viability of the organization to operate within the building.

B. All records of the **MCC**'s in relation to activities carried out pursuant to this agreement will be retained by the corporation in its principle place of business and will be available for inspection on ten days written notice specifying which documents need to be inspected and the purpose for inspection. **MCC** will provide the Commission with access to all necessary source documents for a financial audit of the operation of the **MCC** under this memorandum, such as checks, bank statements, receipts, invoices, contracts, journals, and financial statements that support cash, collections, disbursement revenues, and expenses, as well as appointment and payroll records for personnel. No documents of priviledged or confidential matters, such as personnel records, are subject to the provision of this section.

Should the corporation dissolve, all records will be turned over to its successor who will be informed of and bound by this provision; should there be no successor, the records will be turned over to the Commission who will retain the records for five (5) years from the date of dissolution.

IV. PERSONNEL

A. Personnel hired from Hotel Tax Fund allocations to **MCC** must include one employee to supervise and coordinate building maintenance, as required by the Commission, to carry its facility maintenance obligation. In addition, one employee must be responsible for bookkeeping and reports.

V. POLICIES AND PROGRAM SCHEDULE

A. The **MCC** Director will submit a report twice a year to the Art Commission describing cultural center programming.

B. Programming must be responsive to the needs of the community as described in the Program Plan. Donations and fees received by or generated in the name of the **MCC** are to be used solely to enhance programming, and replace/purchase additional equipment.

VI. INSURANCE REQUIREMENT

A. **MCC** will maintain in force, during the full term of this memorandum of understanding:

1. Workman's Compensation with Employer Liability limits not less than *$1,000,000 each accident;*
2. Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence, combines Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, and Property Damage, including owned, non-owned and hired auto coverages, as applicable;
3. Not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage including owned, non-owned and hired auto coverages, as applicable;

B. Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

1. Name as additional insured the City and County of San Francisco, its officers, agents, employees, and members of the Commission;
2. That such policies are primary insurance to any other insurance arising out of this contract, and that insurance applies separately to each insured against who claim is made or suit is brought.

C. All policies shall be endorsed to provide thirty (30) days advance written notice to the City on cancellation, non-renewal, or addition or reduction in coverage, mailed to the following address:

Keith Grand, Insurance Risk Manager
City Hall, Room 158
San Francisco, CA 94102

VII. DISCLAIMER

A. The **MCC** agrees to defend, indemnify, and hold the City, the Art Commission, their agents, employees, and officers harmless from all claims, costs, damages that arise from **MCC** activities in performance of programming services under this agreement, except for those claims, costs, and damages that arise as a result of the sole negligence of the City and County.

VIII. CREDITING

A. The Commission requests that all calendars of events, publicity, posters, publications and mailing credits the San Francisco Art Commission as a partner and co-sponsor in any joint effort. The crediting should read:

"In partnership with the San Francisco Art Commission."

The Commission agrees to credit **MCC** as outlined above with the wording:

"In partnership with the **Mission Cultural Center.**"

IX. BUILDING ACCESS, REPAIR AND RENOVATION

A. Access

The Commission reserves access at all times to all parts of the **MCC** for the purposes of public safety and emergency work.

B. Building Repair and Renovation

The facilities' capital repair, and renovation are the responsibilities of the City and County of San Francisco held through the Art Commission and the Department of Public Works who are responsible for the building meeting life, health and safety code requirements subject to availability of Capital Improvement funds as approved by the Board of Supervisors.

All other repair and renovation work by parties other than the city must be approved by the Art Commission, and if approved, those parties must obtain all necessary building permits prior to commencement of the work.

C. Center Responsibility

MCC is responsible for daily maintenance operations of the facility insuring it meet all health and safety requirements.

X. BUILDING OCCUPANCY

A. ***MCC** has a maximum occupancy of 352 persons for the first floor (142 seats), a 49 person occupancy for each of the second, third, and fouth floors, with a total occupancy of 499 in the building at any given occupancy as detailed by city code.*

XI. MEMORANDUM OF UNDERSTANDING-NEGOTIATION PROCESS

A. The memorandum agreement will be reviewed bi-yearly. MOU renegotiation will take place three months before the date of renewal. Both parties are establishing a multi-year agreement.

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XII. MEDIATION

A. Should any dispute arise in interpreting this memorandum, or in the yearly review process that cannot be resolved through the good faith efforts of both parties, both parties agree to submit the matter to the mediation service of California Lawyers for the Arts or another mutually agreeable mediation service.

XIII. MEMORANDUM AMENDMENTS

A. This memorandum represents the entire agreement between the parties. Any amendments, additions, or revisions to the agreement must be in writing, signed and attached to the memorandum, in order to be binding.

XIV. RENEWAL OF THE MEMORANDUM

A. No later than ninety (90) days before the expiration of this memorandum, the parties will meet and review its terms and endeavor to arrive at agreement on appropriate revisions, hereto governing operations of the **MCC** in the 1992-93 fiscal year. The Commission hereby expresses its intent to enter into a multi-year memorandum with the **MCC** for operation of the **MCC**, if the city's policies and financing of the Cultural Centers remains substantially the same as they are now, and the **MCC** is in compliance in all respects with the existing memorandum and the parties are able to reach an agreement on appropriate revisions.

_____ _____

Commissioner Anne Healy — Date
President
San Francisco Art Commission

_____ _____

Gilberto Osorio — Date
President
Mission Cultural Center

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